issues involved in the case." *Sikorski* v. *Philadelphia & R. Ry. Co.* (1918), 260 Pa. 243; *Mastel* v. *Walker* (1914), 246 Pa. 65. But basic and fundamental errors were not ordinarily assignable under a general exception. The courts would not look for "errors of law" within a charge, but only to the charge as a whole. "A general exception to the charge brings before the court only its propriety as a whole. And if, as a whole, it is not a misdirection, not calculated to mislead the jury, the judgment will not be reversed." THOMPSON ON TRIALS (Ed. 2), Vol. II, p. 1650. "It is well settled that if a series of propositions be embodied in instructions, and the instructions be excepted to in a mass, if any one of the propositions be correct the exception must be overruled." *Johnston* v. *Jones* (1861), 1 Black 220; *Rogers* v. *the Marshal* (1863), 1 Wall. 644. Where the appellant requested four charges and excepted generally to the court's refusal to give them, held the request was in bulk, and the exception must fail if any one charge so requested was bad. *Gains* v. *State* (1907), 149 Ala. 29. But where a special charge was requested and refused, and general exception taken to the whole charge, the request to charge was held to sufficiently call the attention of the court to the special charge, and its refusal was assignable under the general exception. *Fitzgerald* v. *Metropolitan Life Ins. Co.* (Vt., 1916), 98 Atl. 498. Where the appellant excepted generally and had asked an instruction that there was no evidence to support a verdict for plaintiff, held that the question raised by the charge whether the expense of a trip be deducted from the recovery was not assignable. *Ransom & Randolph Co.* v. *Pinches* (1916), 234 Fed. 847. The principal case seems liberal in giving the appellant the full benefit of his exception. The assignment of basic and fundamental errors under general exception is so valuable a right that where a general exception is not allowed by the court, because of the allowance of a number of special exceptions, this is held to be reversible error. *Torak* v. *Philadelphia & R. Ry. Co.* (1915), 60 Pa. Sup. Ct. 248.

WILLS—LATENT AMBIGUITY—ADMISSION OF ORAL DECLARATIONS OF TESTATOR.—The testatrix, by her will, gave the residue of her estate in the following words, "to my heirs and to be distributed to them according to law." This action was brought to secure an order of distribution to all the heirs under the terms of the will. At the trial the blood relatives of the testatrix offered to prove certain oral declarations of the testatrix, made at the time of the execution of the will, to show that the words above quoted were intended to refer only to her own kin. *Held,* that this evidence was properly excluded. *In re Watts' Estate* (Calif., 1921), 198 Pac. 1036.

This case was decided on the basis of Sections 1318 and 1340 of the California Civil Code, which provide for the explanation of latent ambiguities in wills by extrinsic evidence, but provide specifically that evidence of testator's declarations are inadmissible. But it seems likely that the holding would have been the same had there been no provision of the statute relative thereto, for it has been long established that parol evidence cannot be admitted to add to, contradict, or vary the contents of the will. See note in 17 MICH. L. REV. 178. In *Day* v. *Webler,* 93 Conn. 308, the scrivener was

allowed to testify as to declarations made by the testatrix regarding the use of the term "children" in her will. On appeal, this was assigned as error, and the court held that the evidence should not have been admitted. The court there says, "what he has written determines the testator's intent, and where the language is clear and precise, and the person or thing exists and is accurately named, extrinsic circumstances surrounding the testator cannot detach the language used from its primary significance. Extrinsic circumstances may explain the language of the will: they cannot contradict, vary, or control it." See also *Williams* v. *Williams,* 182 Ky. 738; *Lamb* v. *Jordan,* 233 Mass. 335. *In re Spencer's Estate,* 181 Cal. 514, held that interpretive testimony was inadmissible to show that the word "personal" in a residuary bequest to "personal legatees named" in the will was not used to differentiate people from corporations named, but to distinguish personal friends from relatives. The court there said, "there is no ambiguity in the language, and therefore no reason for interpretive testimony. We know of no use of the word 'personal,' either technical or colloquial, which would justify its employment in distinguishing those not related from those who are." The same situation existed in the principal case. The word "heirs" can admit of only one legal interpretation, as far as this case is concerned, and to admit extrinsic evidence to show that something different was meant would be to allow the oral declarations of the testator to be substituted for the written will.

WILLS—VALID IN PART AND VOID IN PART—EFFECT OF VOID CLAUSES UPON PROBATED WILL.—After providing that no property was to be sold for a period of fifty years after the probate of his will at which time the property was to be sold and the proceeds distributed in accordance with its provisions, the testator devised all of his property to his daughter forever, but if she died without issue, then to the nephews and nieces of his own blood. The daughter died without issue. The nephews and nieces claimed under the will and it was contended that the clause suspending alienation being void, the whole will was void. *Held,* as the devise to the nephews and nieces was not dependent in any way upon the void clause, and as the property would go to those to whom the testator intended it should go, the void clause might be struck out and the valid part allowed to stand. *Quilliam* v. *Union Trust Co.* (Ind., 1921), 131 N. E. 428.

The general rule seems to be that where there are valid and invalid clauses in the same will, the good will be allowed to stand, unless the valid and invalid clauses are so closely connected as to constitute one entire scheme for the disposition of the estate, so that the presumed wishes of the testator would be defeated if one portion were retained and the other portion rejected. The big question, therefore, is, when are clauses so closely connected that by retaining a part and rejecting the others the intention of the testator is thereby defeated? The distinction lies in the scheme, or lack of a scheme, employed by the testator in disposing of his property. If the testator devises *directly* to the beneficiaries, and a future interest created by the same instrument is void, the prior interests become what they would